

Exhibit 1

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In re: Case No. 21-13797-BKC-SMG
LIBERTY POWER HOLDINGS, LLC, Chapter 11
Debtor.
_____ /

**ASSIGNEE’S MOTION FOR ADEQUATE
PROTECTION AND RESERVATION OF RIGHTS**

Now comes Philip J. Von Kahle, as Assignee (the “Assignee”) in the Assignment for the Benefit of Creditors of Liberty Power Corp., LLC (“LPC”), and files his Motion for Adequate Protection and Reservation of Rights pursuant to 11 U.S.C. §§ 361 and 363(e), and in support states as follows:

Preliminary Statement

The Assignee enters this fray following the Court’s entry of several orders that affect LPC’s interests in its own assets. At the very least, LPC is entitled to compensation for the Debtor’s use, from the Petition Date forward, of LPC’s assets. Otherwise, LPC, which is a creditor of this bankruptcy estate and has its own creditors and operating expenses, will unduly shoulder the administrative burden of this bankruptcy case.

Relevant Facts

1. The facts related to LPC and the Debtor’s pre-petition business relationship are well documented in other pleadings filed by LPC before this Court.
2. On April 20, 2021 (the “Petition Date”), Liberty Power Holdings, LLC (the “Debtor”) filed a voluntary petition for relief pursuant to Chapter 11 of Title 11 of the U.S. Code.

3. On or about April 21, 2021, the Debtor filed the *Emergency Motion to Compel (i) Turnover of All Books, Records, Systems and Processes Related to the Debtor and its Operations in the Possession and Control of Liberty Power Corp., LLC, (ii) Access to Corporate Premises, and (iii) for Related Relief* (ECF No. 11) (the “Motion to Compel”). On April 22, 2021, LPC filed its *Response to Debtor’s Emergency Motion to Compel* [] (ECF No. 23).

4. The Motion to Compel was heard on an emergency basis on April 22, 2021. On April 23, 2021, the Court entered the *Order Granting the Debtor’s Emergency Motion to Compel* [] (ECF No. 29) (the “Turnover Order”), which granted the Motion to Compel in its entirety, including directing LPC to

- a. “provide immediate access and turnover to the Debtor, through the CRO and BRG, of all books, records, systems and processes of and related to the operation of the Debtor’s business;”
- b. “provide the Debtor with full access and use of [LPC]’s systems and process so as to enable the Debtor to operate its business pending further order of the Court;”
- c. “provide the Debtor, through the CRO and BRG, immediate access to [LPC’s] corporate premises;” and
- d. “cooperate and comply with any and all other requests of the Debtor (through the CRO) for documents and information necessary for the Debtor to continue its operations and comply with its obligations under the Bankruptcy Code.”

Turnover Order, ¶¶ 2-5. The Turnover Order further enjoined LPC from “taking any action against or in respect of property of the Debtor’s estate.” Turnover Order, ¶ 7.

5. On April 30, 2021, LPC filed its *Expedited Motion for Clarification of Court's Order Granting Debtor's Emergency Motion to Compel* [] (ECF No. 61) (the "Motion to Clarify"), in which LPC sought clarification from the Court on whether the Turnover Order allowed the Debtor access and use of LPC's assets, or merely access to the Debtor's own books, records, assets, etc. Specifically, the Motion to Clarify noted the Debtor's CRO sought access to LPC's property and assets, including:

- a. LCP's systems;
- b. Proprietary software;
- c. Database structures and data design;
- d. Laptops and computers;
- e. Excel models and spreadsheets;
- f. Documented processes;
- g. Historical analyses, reports, valuations, research, and related items;
- h. Internal communications of LPC related to anything other than the Debtor's data and assets;
- i. Brands, such as trademarks, websites, website content, logos, and tag lines; and
- j. Contract forms

(altogether, "LPC's Assets"). Motion to Clarify, ¶ 11.

6. Both the Debtor and its lender filed responses to the Motion to Clarify (*see* ECF Nos. 66, 68), in which they acknowledge that payment has been routinely made by the Debtor to LPC for access to LPC's systems and assets, as well as services under the Management Services Agreement, but that the Debtor is unable to pay because LPC has not supplied an invoice or otherwise requested payment. However, it is the Assignee's understanding that the personnel with

the necessary knowledge of, and access to, information needed to prepare such invoice are now employed by the Debtor, leaving LPC unable to make the request.

7. The Motion to Clarify was heard on May 6, 2021, and the following day, the Court entered the *Order Denying Liberty Power Corp., LLC's Expedited Motion for Clarification of Court's Order Granting Debtor's Emergency Motion to Compel* [] (ECF No. 83) (the "Clarification Order"), in which the Court denied LPC's request for clarification without prejudice to LPC filing a motion for adequate protection.

8. On May 14, 2021, LPC executed an assignment of substantially all of its assets to the Assignee for the benefit of its creditors, pursuant to Florida Statute, Chapter 727. On May 19, 2021, the Assignee commenced the case styled *In re the Assignment for the Benefit of Creditors of Liberty Power Corp., LLC*, Case No. CACE-21-010056, pending in the Seventeenth Judicial Circuit, in and for Broward County, Florida (the "Assignment Case").

9. Attached hereto at **Exhibit 1** is a true and correct copy of the Petition for Assignment for Benefit of Creditors, including LPC's Schedule of Assets attesting under oath to LPC's ownership of the LPC Assets.

10. By this Motion, the Assignee seeks entry of an order directing the Debtor to make payable to the Assignee current and continuing adequate protection payments for the Debtor's post-petition access to and use of the LPC's Assets.¹

Request for Adequate Protection

11. Section 363(e) of the Bankruptcy Codes provides that:

¹ By filing this Motion, the Assignee does not concede that adequate protection is the appropriate or sole remedy available to LPC or the Assignee on its behalf. The Assignee seeks this relief based upon the history of this case, the current posture, and the statements of the Debtor, the lender, and the Court on the record. The Assignee reserves all rights in respect of LPC's Assets and the Debtor's use and occupancy of same.

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, *shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest...*

11 U.S.C. § 363(e) (*emphasis added*).

12. The language of § 363(e) is non-discretionary: if a party with an interest in property used by the debtor makes a request for adequate protection, the court is required to condition that use on providing the interested party with adequate protection. *See, e.g., In re Metromedia Fiber Network, Inc.*, 290 B.R. 487, 491 (Bankr. S.D.N.Y. 2003) (after a secured creditor was ordered to turnover property to the debtor pursuant to 11 U.S.C. § 542, the bankruptcy court later provided that creditor with adequate protection holding “[s]ection 363(e) is not permissive or discretionary” and required payment of adequate protection, even if it was not ordered at the time of turnover). Accordingly, the Court here must either prohibit use of the LPC Assets or provide for adequate protection for their use.

13. When adequate protection is required, a debtor may provide such protection by: (i) upfront cash payments; (ii) granting a replacement lien; or (iii) granting other related relief, other than a deferred administrative expense, amounting to the indubitable equivalent of the protected party’s interest in the property. 11 U.S.C. § 361. Here, a “replacement lien” is inadequate relief as the property being used and accessed by the Debtor is owned by LPC; these are not assets in which LPC has mere lien rights. Further, although the Debtor has yet to file any schedules in this case, LPC does not believe the Debtor has any unencumbered assets against which it could provide a replacement lien.

14. Despite the fact that the Debtor has claimed access to LPC’s premises and assets are necessary and essential for the operation of its business, the Debtor has notably failed to include

LPC in either of its two critical vendor motions (*see*, ECF Nos. 45, 77), nor can payments to LPC be discerned on the Debtor's DIP budget, if they are, in fact, included (*see*, ECF No. 86, Exh. B).

15. To determine the appropriate amount of adequate protection, the Assignee requires access to the LPC computers and accounting system currently under the use and control of the Debtor. Additionally, the Assignee requests access to the finance personnel, also currently employed by the Debtor, who have the knowledge and information needed to access the historical and current expense records to determine the amount of expenses incurred by LPC during the Debtor's use and occupancy.

16. Provided the Assignee is afforded the requisite access to LPC's books and records, he will, prior to a hearing on this Motion, supplement the Motion with a calculation of the adequate protection requested.

17. In the absence of such assess, the Assignee respectfully requests that the Court: (i) enter an order authorizing and directing the Debtor to make adequate protection payments to the Assignee in such amounts as may be agreed by the Debtor and the Assignee; or alternatively (ii) enter an order determining the Assignee's entitlement to adequate protection payments but reserving on the amount of an appropriate award until such time as the Assignee supplements this Motion as set forth above.

Reservation of Rights

18. The Assignee, hereby reserve all rights to the LPC Assets, including any and all rights under the Management Services Agreement between LPC and the Debtor, and all rights afforded to it under the Bankruptcy Code and applicable non-bankruptcy law. The Assignee reserves the right to supplement or amend this request for adequate protection as additional information becomes available.

WHEREFORE, Philip J. Von Kahle, as Assignee in the Assignment for the Benefit of Creditors of Liberty Power Corp., LLC, respectfully requests this Court enter an order: (i) granting this Motion; (ii) directing the Debtor to permit the Assignee access to the records and personnel necessary to obtain its historical and current expenses; (iii) granting the Assignee payment of adequate protection in an amount to be determined; and (iv) granting any other and further relief the Court deems just and proper.

Respectfully submitted,

BAST AMRON LLP

*Counsel for Philip J. von Kahle as Assignee for
Liberty Power Corp., LLC*

SunTrust International Center

One Southeast Third Ave., Suite 1400

Miami, Florida 33131

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Email: jbast@bastamron.com

Email: dquick@bastamron.com

By: /s/ Dana R. Quick

Jeffrey P. Bast (FBN 996343)

Dana R. Quick (FBN 074402)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via CM/ECF to all parties registered to receive such service in this case and via U.S. Mail to the parties listed below on May 21, 2021.

By: /s/ Dana R. Quick
Dana R. Quick, Esq.

VIA CM/ECF

- Scott Andron sandron@broward.org, swulfekuhle@broward.org
- Stephen J Bagge sbagge@baggelaw.com
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- Eric Goldstein egoldstein@goodwin.com, bankruptcy@goodwin.com; bankruptcyparalegal@goodwin.com
- Daniel N Gonzalez dgonzalez@melandbudwick.com, ltannenbaum@melandbudwick.com; mrbnefs@yahoo.com; gonzalez@ecf.courtdrive.com; ltannenbaum@ecf.courtdrive.com; phornia@ecf.courtdrive.com
- Jordi Guso jguso@bergersingerman.com, fsellers@bergersingerman.com; efile@bergersingerman.com; efile@ecf.inforuptcy.com
- Heather L Harmon HHarmon@gjb-law.com, gjbecf@gjb-law.com; ecastellanos@gjb-law.com; gjbecf@ecf.courtdrive.com; jzamora@gjb-law.com
- Kevin M Lippmanklippman@munsch.com
- Office of the US Trustee USTPRegion21.MM.ECF@usdoj.gov
- Deborah M Perry dperry@munsch.com
- Ethan M Preston ep@eplaw.us
- Timothy J Reppucci timothy.reppucci@mass.gov
- Abigail R Ryan abigail.ryan@oag.texas.gov
- J. Steven Wilkes steven.wilkes@usdoj.gov

VIA U.S. MAIL

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Los Angeles, CA 90067

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT,
IN AND FOR BROWARD COUNTY, FLORIDA**

In re: COMPLEX CIVIL LITIGATION DIV.

ASSIGNMENT FOR THE BENEFIT OF
CREDITORS OF

Case No. CACE-21-010056

LIBERTY POWER CORP., LLC,

Assignor,

To: PHILIP J. VON KAHLE,

Assignee.

_____ /

PETITION FOR ASSIGNMENT FOR BENEFIT OF CREDITORS

Petitioner, Philip J. Von Kahle (“Von Kahle” or “Assignee”), as Assignee for the Benefit of Creditors of Assignor, Liberty Power Corp., LLC (“Liberty” or “Assignor”), by and through undersigned counsel, and in accordance with Chapter 727 of the Florida Statutes, respectfully shows:

1. This is a Petition for Assignment for the Benefit of Creditors. This Court has jurisdiction of the proceeding in accordance with the provisions of Florida Statutes, Section 727.101, *et. seq.*
2. The Assignor has its principal place of business at 2100 West Cypress Creek Road, Suite 130, Fort Lauderdale, Florida 33309.
3. The Assignee has his offices at Michael Moecker & Associates, Inc., 1883 Marina Mile Blvd., Suite 106, Fort Lauderdale, Florida 33315.
4. The Assignor is indebted to creditors and is unable to pay its debts and through this Assignment seeks to provide for payment of its debts within its resources.

5. A copy of the Assignment, together with Schedules A and B thereto, is attached only to the original Petition, which is being filed with the Court.

6. Pursuant to Florida Statutes, Section 727.111, the Assignee shall provide the statutorily required notice to all creditors of this Assignment.

WHEREFORE, Petitioner prays for relief through entry of an assignment for the benefit of creditors.

Dated: May 19, 2021

Respectfully submitted,

BAST AMRON LLP
Proposed Attorneys for Assignee
SunTrust International Center
One Southeast Third Avenue, Suite 1400
Miami, FL 33131
Telephone: 305.379.7904
Facsimile: 305.379.7905
Email: jbast@bastamron.com
Email: dquick@bastamron.com

By: /s/ Dana R. Quick
Jeffrey P. Bast, Esq. (FBN 996343)
Dana R. Quick, Esq. (FBN 0074402)

ASSIGNMENT

THIS ASSIGNMENT is made on May 13, 2011 between Liberty Power Corp., LLC, with a principal place of business at 2100 West Cypress Creek Road, Suite 130, Fort Lauderdale, Florida 33309, hereinafter "ASSIGNOR", and Philip J. Von Kahle whose address is Michael Moecker & Associates, 1883 Marina Mile Blvd., Suite 106, Fort Lauderdale Florida 33315, hereinafter "ASSIGNEE".

WHEREAS, the ASSIGNOR has been engaged in the business of providing electricity as a retail provider in numerous states within the USA.

WHEREAS, the ASSIGNOR is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the ASSIGNOR, in consideration of the ASSIGNEE'S acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the ASSIGNEE, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the ASSIGNOR, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located, hereinafter the "ESTATE," and which assets are, to the best knowledge and belief of the ASSIGNOR, set forth on Schedule B annexed hereto.

The ASSIGNEE shall take possession of, and protect and preserve, all such assets and administer the ESTATE in accordance with the provisions of Chapter 727, Florida Statutes, and

shall liquidate the assets of the ESTATE with reasonable dispatch and convert the ESTATE into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidation and collections.

The ASSIGNEE shall then pay and discharge in full, to the extent that funds are available in the ESTATE after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities. If funds of the ESTATE shall not be sufficient to pay such debts and liabilities in full, then the ASSIGNEE shall pay from funds of the ESTATE such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.

If all debts and liabilities are paid in full, any funds of the ESTATE remaining shall be returned to the ASSIGNOR.

To accomplish the purposes of the Assignment, the ASSIGNOR hereby appoints the ASSIGNEE its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the ESTATE; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist the ASSIGNEE in carrying out his duties hereunder.


The ASSIGNOR hereby authorizes the ASSIGNEE to sign the name of the ASSIGNOR to any check, draft, promissory note, or other instrument in writing which is payable to the order of the ASSIGNOR, or to sign the name of the ASSIGNOR to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of the Assignment.

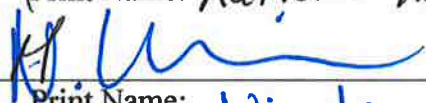
The ASSIGNEE hereby accepts the trust created by the Assignment, and agrees with the ASSIGNOR that the ASSIGNEE will faithfully and without delay carry out his duties under the Assignment.

ASSIGNOR: Liberty Power Corp., LLC

Signature: 
David Hernandez
Its: Manager

WITNESSES:

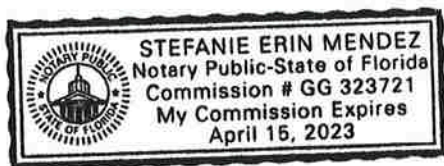
Signature: 
Print Name: Marlene Hernandez

Signature: 
Print Name: Nicole Garcia

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on May 13, 2021, by David Hernandez (name of person making statement), the Manager of Liberty Power Corp., LLC, and who:

- ☒ is personally known to me;
☐ produced a current driver's license as identification; or
☐ produced _____ as identification.




Signature of Notary

Stefanie Mendez
Printed Name of Notary
My Commission Expires: April 15, 2023

ASSIGNEE: Philip J. Von Kahle

Signature: [Signature]
Philip J. Von Kahle

WITNESSES:

Signature: [Signature]
Print Name: Mickaelle Salbo

Signature: [Signature]
Print Name: Tara Weber

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on May 14th, 2021, by Philip J. Von Kahle, and who:

- ☒ is personally known to me;
☐ produced a current driver's license as identification; or
☐ produced _____ as identification.



[Signature]
Signature of Notary

NADIRA JOSEPH
Printed Name of Notary

My Commission Expires: 12/11/21

VERIFICATION OF ASSIGNMENT AND SCHEDULES BY ASSIGNOR

The undersigned, David Hernandez, in his capacity as Manager of Liberty Power Corp., LLC, hereinafter "ASSIGNOR", hereby verifies the assignment (the "Assignment") of all of its rights, title and interest in and to all of its assets, as indicated on the attached Schedules to that Assignment as filed with this Court on May 13, 2021, and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.

Liberty Power Corp., LLC, ASSIGNOR

By: 

David Hernandez

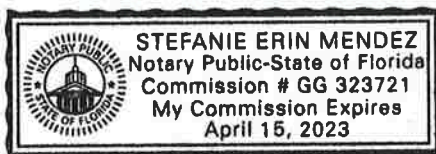
Its: Manager

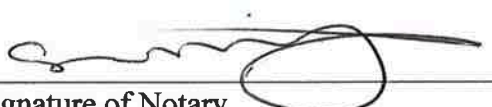
STATE OF FLORIDA)

COUNTY OF Palm Beach) ss.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on May 13, 2020, by David Hernandez (name of person making statement), Manager of Liberty Power Corp., LLC, and who:

- ☒ is personally known to me;
☐ produced a current driver's license as identification; or
☐ produced _____ as identification.




 Signature of Notary

Stefanie Mendez
 Printed Name of Notary

My Commission Expires: April 15, 2023

ACCEPTANCE BY ASSIGNEE

The undersigned, Philip J. Von Kahle, as Assignee herein, duly acknowledges that the ASSIGNEE accepts delivery of the Assignment and that he will duly perform the duties imposed upon the ASSIGNEE pursuant to chapter 727, Florida Statutes.

By: _____

Philip J. Von Kahle, Assignee

STATE OF FLORIDA)

COUNTY OF BROWARD) ss.

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, on May 14th, 2021, by Philip J. Von Kahle, and who:

- ☒ is personally known to me;
- ☐ produced a current driver's license as identification; or
- ☐ produced _____ as identification.



Nadira B. Joseph
Signature of Notary

NADIRA JOSEPH
Printed Name of Notary

My Commission Expires: 12/11/21

SCHEDULE A - CREDITOR LIST

I. SECURED CREDITORS:

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
NONE			

II. WAGES OWED:

SEE EXHIBIT "A"	\$474,234.60
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<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
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III. CONSUMER DEPOSITS:

NONE

IV. LIST OF ALL TAXES OWED:

NONE

V. UNSECURED CLAIMS OWED:

SEE EXHIBIT "B"	\$8,234,096.04
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VI. LEASES:

VII. OWNERS OR SHAREHOLDERS:

<u>NAME AND ADDRESS</u>	<u>PERCENT OF OWNERSHIP</u>
David Hernandez 18520 Long Lake Dr., Boca Raton, FL 33496	54%
Alberto Daire 511 Oriole Avenue, Miami Springs, FL 33166	30%
Eliezer Hernandez 1408 Arabian Rd E, Lake Clarke Shores, FL 33406	16%

VIII. LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORDS:

<u>STYLE</u>	<u>PARTIES</u>	<u>OPPOSING COUNSEL OF RECORD</u>
BLT Steak, LLC and BLT Fish, LLC v. Liberty Power Corp, LLC et al.		
Samuel Katz v. Liberty Power Corp., LLC et al		
Andrew Perrong v. Liberty Power Corp., LLC		
Jeneshia Washington-Hughes v. Liberty Power Corp LLC		
NYC Tax Matter		

SCHEDULE B - LIST OF ASSETS

List each category of assets and for each give approximate value obtainable for the assets on the date of the Assignment, and address where assets are located.

DESCRIPTION	LIQUIDATION VALUE AT DATE OF ASSIGNMENT
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I. NONEXEMPT PROPERTY:

- | | |
|--|---|
| 1. Corporate Headquarters | 2100 W. Cypress Creek Rd., Suite 120, Fort Lauderdale, FL 33309 |
| 2. FURNITURE/FIXTURES: | |
| SEE EXHIBIT "C" | \$2,799,259.00 |
| 3. CASH AND BANK ACCOUNTS: | |
| JP Morgan Chase | \$210,000.00 |
| 4. INVENTORY: | |
| 5. ACCOUNTS RECEIVABLE | |
| Liberty Power Holdings | Unknown |
| 6. EQUIPMENT | |
| SEE EXHIBIT "C" | |
| 7. PREPAID EXPENSES, including deposits, insurance, rents, utilities | |
| Deposits | \$79,588.00 |
| 8. OTHER, including loans to third parties, claims, chooses in action. | |
| 100% equity in Liberty Power Super Holdings, LLC | Unknown |

II. EXEMPT PROPERTY:

NONE

EXHIBIT "A"

WAGES

<u>Name</u>	<u>Address</u>	<u>City, State & Zip</u>
Jose Albarran	6209 Nw 78th Mnr	Parkland, FL 33067
Christine L. Baker	5851 Holmberg Rd Apt 1414	Parkland, FL 33067
Monique N. Barrant	3349 Blue Runner Ln	Margate , FL 33063
David A. Blake	4936 SW 166th Ave	Miramar, FL 33027
Maria A. Bolivar	19201 NW 89 AVE	Hialeah, FL 33018
Carmela J. Owens	14186 Aldford Dr	Winter Garden, FL 34787
Randy D. Coots	5280 Nw 55th Blvd Apt 202	Coconut Creek, FL 33073
Alberto Daire	511 Oriole Ave	Miami Springs, FL 33166
Kimberly A. Deese	11922 SW 7th Ct	Davie, FL 33325
Richard E. Deigsler	2717 W 390 N	Hurricane, UT 84737
Gary C. Donaldson	5117 Little Beth Dr. N	Boynton Beach, FL 33472
Chase Coren	17292 Boca Club Blvd Unit #1304	Boca Raton, FL 33487
Julio P. Martinez Prieto	9730 W McNab Rd.	Tamarac, FL 33321-3343
Brian Hannan	2085 SW 29th Ave	Fort Lauderdale, FL 33312
Shane McDonald	221 36th St NE	Bradenton, FL 34208
Jesus Vasquez	6627 Winfield Blvd, Apt 106	Margate, FL 33063
Andrew Fisk	239 SW 122nd Ave	Pembroke Pines, FL 33025
Rosalie Williams	1900 SW 81st Ave, Apt 105	North Lauderdale, FL 33068
Sherilyn Pike Mayer	7106 NW 38th Street	Coral Springs, FL 33065
Ravi C. Akkaladevi	2217 Cypress Island Drive Apt. #607	Pompano Beach, FL 33069
Stephen Gibelli	115 Porgee Rock Place	Jupiter, FL 33458
Agata Studzinska	9481 NW 18th Drive	Plantation , FL 33322
Tracey A. Stesner	21 Phylis Road	Freehold, NJ 07728
Sunil Bozan	9725 W McNab Road	Tamarac, FL 33321
Michael Gruber	5037 NW 3rd Terrace	Boca Raton, FL 33431
Oscar M. Bravo	1200 Saint Charles Place Apt. 105	Pembroke Pines, FL 33026
Robert Porras	4223 Hanover Way	Round Rock, TX 78681
Cedrick F. Massey	3520 NW 32 Court	Lauderdale Lakes, FL 33309
Victoria M. Dusch	2000 N Bayshore Dr Apt 1502	Miami, FL 33137
Eileen F. Gomez	9872 NW 15th St #185	Pembroke Pines, FL 33024
Gustavo A. Sanchez	18785 NW 24th CT	Pembroke Pines, FL 33029
Leslie B. Freedman	9095 SW 21st Ct Apt A	Boca Raton, FL 33428
Ariel Hernandez	1401 Carandis Cir	Lake Clarke Shores, FL 33406
David Hernandez	18520 Long Lake Dr	Boca Raton, FL 33496
Eliezer Hernandez	1408 Arabian Rd E	Lake Clarke Shores, FL 33406
Eliezer Hernandez	260 Forest Hill Blvd	West Palm Beach, FL 33405
Maikel Hernandez	612 Ashwell CT	Debary, FL 32713
Rajiv Kakar	111 Briny Ave., Apt 708	Pompano Beach, FL 33062
Frank T. Locascio	21777 Banyanwood Road	Boca Raton, FL 33433
Ronald A. Madaffari	8788 NW 18 Court	Coral Springs, FL 33071
Albert C. Martinez	1259 SW 46th Ave 1902	Pompano Beach, FL 33069
Evandro D. Moretti	3015 N Ocean Blvd Apt 11D	Fort Lauderdale, FL 33308
Marvin E. Navarro	1960 SW 73rd Ave	Plantation, FL 33317
John C. Pang	6335 Shadow Tree Ln	Lake Worth, FL 33463
Nelson Reyneri	10012 47th Avenue SW	Seattle, WA 98146
Marc T. Stracke	10389 Willow Oaks Trl	Boynton Beach, FL 33473
Derik B. Viner	7157 NW 68th Dr	Parkland, FL 33067
Harry S. Beracha	4541 NW 13th Ave	Pompano Beach, FL 33064
Luciane F. Brown	5833 NW 40th Ave	Coconut Creek, FL 33073

EXHIBIT "A"

WAGES

JoAnn Carlson	6532 Katherine Rd	West Palm Beach, FL 33413
Darling D. Isaac	1460 NW 72nd Ave	Plantation, FL 33313
Barbara L. Ferguson	3411 NW 1st Ct	Lauderhill, FL 33311
Eduardo Guevara	1025 Francis St	West Palm Beach, FL 33405
Jackie L. Harris	118 Royal Park Dr., #1B	Oakland Park, FL 33309
Julie D. Phillips - Lawrence	1104 SW 49th Terrace	Margate, FL 33068
Amy Leon	7938 Stirling Bridge Blvd S	Delray Beach, FL 33446
June V. Knowles	250 NW 9th Ave	Dania Beach, FL 33004
Crystal J. Morris	508 Waterford Highlands Ct	Calera, AL 35040
Kathleen P. Sypolt	4117 Bougainvillea Drive, Apt 212	Lauderdale by the Sea, FL 33308
Stephanie M. Coots	3125 NE 48th Ct., Apt 124	Lighthouse Point, FL 33064
Jessica Torres	9122 NW 40th St	Coral Springs, FL 33065
		NORTH LAUDERDALE, FL 33068
Jeremy Ennen	7694 SW 5TH ST	Hallandale, FL 33009
Andres Huerta	722 Nw 1st Ct	Plantation, FL 33313
Shantel Wallace	5320 NW 11th Street Unit 110	Deerfield Beach, FL 33064
Travis King	4201 Marina Way	Margate, FL 33068
Josue Toussaint	5504 SW 9th Street	Coral Springs, FL 33071
Latoya Watson	9901 Twin Lakes Dr	Pompano Beach, FL 33060
Kevin Gailing	180 SE 9th Street	Lauderhill, FL 33319
Menelsa Amedee	3407 Pear Tree Circle	Miami, FL 33176
Enrique Portocarrero	13000 SW 95th Avenue	Boynton Beach, FL 33426
Ananta Kamalu	1164 SW 23rd Ave.	Margate, FL 33063
Patricia Nadeau	4884 N Hemingway Cir	Tamarac, FL 33319
Sharief N. Pereira	5925 NW 56th Ct	Davie, FL 33325
Jason A. Mendoza	13500 SW 10th Pl	Oakland Park, FL 33334
Lars Koewing	4204 N. Dixie Highway Unit 3	Tamarac, FL 33321
Jade N. Pratt	7525 NW 99th Avenue	SUNRISE, FL 33313
Jacqueline Garcia-Culp	7431 NW 21 STREET	Margate, FL 33063
Yvonne B. Riley	3070 Green Turtle Place	Miami, FL 33174
Miguel Perez	11250 SW 5th st	Miami, FL 33196
Edgart Y. Herrera	8810 SW 150th PL CIR	Fort Lauderdale, FL 33304
Renato Corrales	713 NE 26th Ave	Boca Raton, FL 33428
Christopher M. Hill	22810 N Sandalfoot Blvd	Cooper City, FL 33328
Marco Rinaldi	10525 SW 52nd Street	Pompano Beach, FL 33062
Scott Solomon	1009 North Ocean Drive	Miami, FL 33193
Steven Gomez	7483 SW 162 Path	Miami, FL 33167
Shermeka Jones	11227 NW 15TH Court	Weston, FL 33331
Marcos E. Peinemann	3686 San Simeon Cir	Hollywood, FL 33024
Wilberto Rios	941 NW 74th Terr	Miami, FL 33132
Lauren Schlanser	698 NE 1st Ave Apt 3502	Weston, FL 33327
Matthew Fuller	2354 Quail Roost Drive	Tamarac, FL 33321
Karen A. Brooks-Fletcher	7816 NW 84th Terrace	Plantation, FL 33322
Christopher A. Roberts	1855 NW 99th Ave	Boca Raton, FL 33433
Ivaylo Milenkov	6323 La Costa Dr. Apt D	Palm City, FL 34990
Robyn E. Espejo	4404 SW Gossamer Circle	

EXHIBIT "B"

UNSECURED CREDITORS

Vendor Name	Address	City, State & Zip	Amount Due
BPO2B	65 RAVINA CRES	TORONTO, ON M3H3L9	\$ 398,967.90
Hogan Lovells US LLP	600 Brickell Avenue	Miami, FL 33131	\$ 158,431.65
QUARLES & BRADY LLP	BIN 88895	MILWAUKEE, WI 53288-0895	\$ 125,953.50
Equifax Information Svcs LLC	P.O. Box 71221	Charlotte, NC 28272-1221	\$ 115,809.53
Qwest Broadband Services dba CenturyLink	PO Box 52187	Phoenix, AZ 52187	\$ 64,308.48
Greenberg Traurig, P.A.	401 East Las Olas Blvd. Ste.2000	Fort Lauderdale, FL 33301	\$ 53,087.20
INFINIT-O GLOBAL, LIMITED	2207 China Insurance Group	Hong Kong, Hong Kong	\$ 46,284.87
Postal Center International, Inc. (PCI)	PO BOX 31792	Tampa, FL 33631-3792	\$ 43,122.90
Genesys Telecommunications Laboratories, Inc.	P.O. Box 201005	Dallas, TX 75320-1005	\$ 37,159.26
FLEXENTIAL SOUTH FLORIDA CORP.	P O BOX 530619	ATLANTA, GA 30353-0619	\$ 32,325.00
KForce Inc	PO Box 277997	Atlanta, GA 30384-7997	\$ 29,440.00
R2 Unified Technologies LLC	980 N. Federal Highway	Boca Raton, FL 33432	\$ 25,470.00
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo	701 Pennsylvania Ave NW, Ste 900	Washington, DC 20004-0000	\$ 23,704.65
UKG Inc	2000 Ultimate Way	Weston, FL 33326	\$ 16,560.00
Jackson Walker L.L.P.	P.O. Box 130989	Dallas, TX 75313-0989	\$ 13,747.50
Kaufman Rossin & Company	2699 S Bayshore Drive	Miami, FL 33133	\$ 13,125.00
Peregrine Solutions LLC	7938 Sterling Bridge Blvd S	Delray Beach, FL 33446	\$ 13,111.36
Nebuware Solutions Inc.	9239 Chambers St	Tamarac, FL 33321	\$ 11,593.20
Energy GPS LLC	2512 SE 25th	Portland, OR 97202	\$ 11,000.00
GridPoint, Inc.	11911 Freedom Drive	Reston, VA 20190	\$ 9,915.43
Ellison, Schneider Harris & Donlan LLP	2600 Capitol Ave Ste 400	Sacramento, CA 95816	\$ 8,946.00
Converge IoT, Inc.	7551 Wiles Road	Coral Springs, FL 33067	\$ 8,827.50
Levine Kellogg Lehman Schneider + Grossman LLP	201 S. Biscayne Blvd	Miami, FL 33131	\$ 8,390.94
Constangy, Brooks & Smith, LLP	P.O. Box 102476	Atlanta, GA 30368-0476	\$ 7,656.88
SoftwareONE, Inc.	DEPT CH 10768	Palatine, IL 60055-0768	\$ 6,977.96
Verizon Wireless	PO Box 182727	Columbus, OH 43218	\$ 6,794.59
Baker & Hostetler, LLP	PO Box 70189	Cleveland, OH 44190-0189	\$ 4,737.43
Scorebuddy (Sentient Soutions Limited)	Guiness Enterprise Centre	Dublin, Ireland	\$ 4,673.58
SW Consulting and IT Services Corp	6732 N Amenias Ave	Tampa, FL 33604	\$ 4,644.00
ICE Data, L.P.	P.O. Box 935278	Atlanta, GA 31193-5278	\$ 3,550.00
Cortina, Tagle, Isoard Y Cia			\$ 3,016.00
Altoros System	4900 Hopyard RD., Ste 100	Pleasanton, CA 94588-0000	\$ 2,300.00
Stroz Friedberg, LLC	PO Box 975348	Dallas, TX 75397-5348	\$ 2,143.80
Palisade Company LLC	130 East Seneca Street	Ithaca, NY 14850	\$ 2,076.00
Specops Software USA Inc	1500 Walnut Street	Philadelphia, PA 19102	\$ 1,963.08
De Lage Landen Financial Services	1111 Old Eagle School Road	Wayne, PA 19087	\$ 1,956.33
Bekins South Florida	5300 N Powerline Road, Ste 100	Ft.Lauderdale, FL 33309-0000	\$ 1,832.29

EXHIBIT "B"

UNSECURED CREDITORS

Vendor Name	Address	City, State & Zip	Amount Due
Brouse McDowell, A Legal Professional Association	P.O. Box 75579	Cleveland, OH 44101-4755	\$ 1,646.00
Vorys, Sater, Seymour and Pease LLP	P.O. Box 73487	Cleveland, OH 44193	\$ 1,640.00
Compuquip Technologies	PO BOX 30561	Tampa, FL 33630-3561	\$ 1,633.33
Iron Mountain	PO Box 27128	New York, NY 10087-7128	\$ 1,621.13
LexisNexis, a division of Reed Elsevier Inc.	P.O. BOX 733106	Dallas, TX 75373-3106	\$ 1,577.02
Corporate Creations	801 US Highway 1	North Palm Beach, FL 33408-0000	\$ 1,529.81
Federal Express	P.O. Box 94515	Palatine, IL 60094-4515	\$ 1,495.65
Quest Software, Inc.	P.O. Box 731381	Dallas, TX 75373-1381	\$ 1,365.00
Law Offices of Gerard T. Fox	180 N Stetson, Suite 3500	Chicago, IL 60601	\$ 1,260.00
Bevan, Mosca, Giuditta, P.C.	222 Mount Airy Rd Suite 200	Basking Ridge, NJ 07920	\$ 1,234.70
Davis, Malm & D'Agostine, P.C.	One Boston Place	Boston, MA 02108	\$ 1,104.00
Customized Energy Solutions Ltd.	1528 Walnut Street, 22nd Floor	Philadelphia, PA 19102	\$ 1,018.33
Suncoast Marketing Inc.	6545 Nova Drive	Fort Lauderdale, FL 33317	\$ 949.42
Pullman & Comley	850 Main Street	Bridgeport, CT 06601-7006	\$ 620.00
eFax Corporate	P.O. Box 51873	Los Angeles, CA 90051-6173	\$ 592.68
Paradise Plants Inc.	1569 Passion Vine Circle	Weston, FL 33326	\$ 395.90
Michelle Castillo	1045 Sunflower Circle	Weston, FL 33327-0000	\$ 390.63
Uptrending Growth Services Inc			\$ 306.00
Ocenture	6440 Southpoint Pkwy. Suite 300	Jacksonville, FL 32216	\$ 263.06
Career Track	PO Box 219468	Kansas City, MO 64121-9468	\$ 199.00
US Post Office	3324 NE 34th ST	Ft.Lauderdale, FL 33308	\$ 180.73
Office Depot	PO Box 633211	Cincinnati, OH 45263-3211	\$ 116.82
Zoho Corporation			\$ 114.11
Aramark Refreshment Services	P.O. Box 21971	New York, NY 10087-1971	\$ 89.88
VoiceLog LLC	7411 John Smith Dr. #510	San Antonio, TX 78229	\$ 4.33
Talent Wise dba Sterling Talent Solutions	PO Box 102255	Passadena, CA 91189-2255	\$ 1.93
CreditRiskMonitor.com, Inc.	704 Executive Blvd. Ste. A	Valley Cottage, NY 10989	
Postalagic LLC	2077 N. Powerline Road, Suite 2	Pompano Beach, FL 33069	
CELLARSTONE, INC	80 Cabrillo Hwy	Half Moon Bay, CA 94019	
FIS Energy Systems, Inc	P.O. Box 4535	Carol Stream, IL 60197-4535	
Topping Kessler & Company	4020 Sheridan St., Suite C	Hollywood, FL 33021	
Regus Corporation	P.O. Box 842456	Dallas, TX 75284-2456	
Brunswick Companies	5309 Transportation Blvd	Cleveland, OH 44125	
Harris Rosen	2917 S Ocean Blvd.	Highland Beach, FL	
ABB Enterprise Software Inc.	25499 Network Place	Chicago, IL 60673-1254	
D&B	P.O. Box 75434	Chicago, IL 60675-5434	
Service Express, Inc	3854 Broadmoor Ave SE	Grand Rapids, MI 49512	

EXHIBIT "B"

UNSECURED CREDITORS

Vendor Name	Address	City, State & Zip	Amount Due
T-Mobile USA Inc.	P.O. BOX 742596	CINCINNATI, OH 45274-2596	
Bloomberg LP	P.O. Box 416604	Boston, MA 02241-6604	
JOHNSON & JOHNSON PREFERRED FINANCE, INC	P O BOX 162667	ATLANTA, GA 30321	
Solutions By Text, LLC	5001 Spring Valley Road	Dallas, TX 75244	
Chubb & Son, Inc.	PO Box 382001	Pittsburgh, PA 15250-8001	
Michael Allen Karp dba University City Housing Company	2100 W Cypress Creek Road	Fort Lauderdale, FL 33309	
Ntirety, Inc.	PO Box 208381	Dallas, TX 75320-8381	
Level 3 Communications LLC (same as Qwest Broadband)	1025 Eldorado Blvd.	Broomfield, CO 80021-0000	
DocuSign, Inc.	P.O. Box 735445	Dallas, TX 75373-5445	
Greene Hurlocker, PLC	4908 Monument Avenue, Ste 200	Richmond, VA 23230-0000	
Microsoft Corporation	1950 N Stemmons Fwy	Dallas, TX 75207	
Eckert Seamans Cherin & Mellott, LLC	PO Box 643187	Pittsburgh, PA 15264-3187	\$ 201,616.06
Robinson & Cole LLP	280 Trumbull St	Hartford, CT 06103-3597	\$ 92,721.79
Sidley Austin LLP	One S. Dearborn St.	Chicago, IL 60603	\$ 47,398.95
Akerman, LLP	P.O. Box 4906	Orlando, FL 32802	\$ 7,743.00
JP Morgan Chase	21591 Network Place	Chicago, IL 60673-1215	\$ 6,076.60
Retail Energy Supply Association	P. O. Box 6089	Harrisburg, PA 17112	\$ 2,533.34
BDO USA, LLP	PNC Bank Firstside Center	Pittsburgh, PA 15219	
All American Marketing			\$ 38,896.00
LP Solutions			\$ 77,680.00
Capital Lease Obligations			\$ 46,395.00
Capital Lease Obligations			\$ 68,082.00
David Hernandez	18520 Long Lake Dr	Boca Raton, FL 33496	\$ 4,410,000.00
Alberto Daire	511Oriole Ave	Miami Springs, FL 33166	\$ 1,890,000.00

\$ 8,234,096.04

Asset Class ID	Asset Description
HARDWARE	Dell Business Credit
HARDWARE	SoftwareONE Inc.
HARDWARE	Compuquip Technologies
HARDWARE	Presidio Networked Solutions Inc.
HARDWARE	Presidio Networked Solutions Inc.
HARDWARE	SoftwareONE Inc.
HARDWARE	Dell Business Credit
HARDWARE	Dell Business Credit
HARDWARE	Presidio Technology Capital
HARDWARE	Dell Business Credit
HARDWARE	Service Express Inc
HARDWARE	Service Express Inc
HARDWARE	Dell Business Credit
HARDWARE	Dell Business Credit
HARDWARE	American Express
HARDWARE	American Express
HARDWARE	De Lage Landen Financial Services
HARDWARE	Dell Business Credit
HARDWARE	Check Point 1180 NGTP Appliances
HARDWARE	Dell Equallogic PS6210X
HARDWARE	Dell Latitude E6440 CTO & e-Port Plus Ad
HARDWARE	SQL Monitor
HARDWARE	Computer Equipent
HARDWARE	Dell Latitude E6540 CTO
HARDWARE	Dell Latitude E7450/7450
HARDWARE	New routers for voice traffic
HARDWARE	Dell PC PowerEdge R320
HARDWARE	Dell - Precision R 7910 PC
HARDWARE	Latitude E6440 CTO
HARDWARE	Latitude E6540 8GB 1600MHZ DDR3L
HARDWARE	Computer hardware
HARDWARE	Redgate Software 2 Extra Serves for SQL
HARDWARE	E-PRT Plus APR 130W USB3.0 Lat
HARDWARE	Dell Latitude E7470 CTO
HARDWARE	Dell Latitude E7470 CTO
HARDWARE	Storage Refresh Project
HARDWARE	PowerEdge R630 Sever (Dell Business)
HARDWARE	Nexus 5500 Unified Ports Moodule 16p
HARDWARE	Check Point 1180 NGTP Appliances
HARDWARE	Cisco SFP(Mini-GBIC) Module-1x1000Base
HARDWARE	R2 Unified Technologies LLC (WiFi Router



HARDWARE	R2 Unified Technologies LLC (WiFi Router
HARDWARE	R2 Unified Technologies LLC (WiFi Router
HARDWARE	R2 Unified Technologies LLC (WiFi Router
HARDWARE	Check Point 16GB (Replace) for Sma
HARDWARE	Dell Sever Storage Device
HARDWARE	Dell Sever Storage Device
HARDWARE	R2 United Technologies Fiber Optic Cable
HARDWARE	Dell Latitude 7480 7th Generation Intel
HARDWARE	Compuquip Technologies- Checkpoint RAM u
HARDWARE	Checkpoint- Next Generation Firewall
HARDWARE	CISCO CATALYST 9Ks and 2Ks
HARDWARE	Dell EMC additional Data Domain Shelf
HARDWARE	R2-UNIFIED TECHNOLOGIES - EMC UNITY 400F
HARDWARE	Laptops
HARDWARE	Dell Marketing L.P. - Dell Lattitude 749
FURNITURE	Mr. Office Furniture-72'x30 Table desk
FURNITURE	Office Furniture4Sale.com
FURNITURE	Office Furniture4Less - 2 desks and + 1
HARDWARE	Cisco SFT Transceiver
HARDWARE	PowerEdge FC640 Server
OFFICE EQUIP	T-Mobile Cell Phones
HARDWARE	2XDELLEMC DD2500 ES30 Shelf-45TB RAW/36T

Proprietary Software Systems Inventory

<u>Primary System</u>	<u>SubSystem</u>
Data Warehouse	Data Cubes
Data Warehouse	Data Warehouse
Enrollment	Account Details
Enrollment	Deal Screening/Enrollment
Enrollment	Document Management
Enrollment	Enrollment
Enrollment	Enrollment Validation Queues
Enrollment	Enrollment/Pricing
Enrollment	Online Enrollment
Enrollment	Request Services
Enrollment	Natural Gas
Enterprise	Customer
Enterprise	Enterprise Applications
Enterprise	Infrastructure
Enterprise	iSupport
Enterprise	Network Firewall & Security
Enterprise	Reports
Enterprise	Team Foundation Server
Finance	Commissions
Finance	Credit/Collections/Commissions
Finance	Margin Forecasting
Market Data	Billing Information Services
Market Data	Market Data
Market Data	Parsers
Market Data	Utility Management
Microsoft Dynamics	Custom Pricing
Microsoft Dynamics	Microsoft Dynamics
Oracle	Oracle Hyperion
Oracle	Oracle
Pricing	Custom Pricing
Pricing	New Products/Controls
Pricing	Pricing
Pricing	Rollover Products
Sales	Liberty PowerPad
Sales	Liberty PowerPad/ Deal Entry/ MS Dynamics
Sales	Liberty PowerPad/Enrollment
Sales	Liberty PowerPad/Sales Portal
Wholesale Operations	Load Foecasting Services
Wholesale Operations	Retail Operations
Wholesale Operations	Sales Margin Under Contract (SMUC) Controls
Other	Other

**Liberty Power Corp., LLC
Surety Bonds
As of 2/29/2020**

RENEWAL PERIOD	BOND #	PRINCIPAL NAME	OBLIGEE	BOND TYPE	BOND LIMIT	SURETY
4/16/20-4/16/21	1002748	Liberty Power Corp LLC	FL Telemarketing	License/Permit	50,000	Hanover Ins Co

Domains

NameCheap

commercialelectricrates.net
libertypower.net
libertypowerbill.com
libertypowerbillpay.com
libertypoweronline.com
libertypowerreviews.com
lpcgiftcardportal.com
newyorkelectricity.net
paguelpc.com
paylibertypower.com
paylpc.com
residentialelectricity.net
residentialelectricrates.net
retailelectricity.net
txelectricity.net
whylibertypower.com

Godaddy

lpcenrollment.com
tuenergia.biz
tuenergia.co
tuenergia.info
tu-energia.com
libertypowerpa.com
libpow.com
tuenergia.net
mipoder.co
mipoder.biz
mipoder.us
mipoder.net
mipoder.org
libertypowercorpil.com
libertypoweril.com
libertypowercorp.com

lpcenrollment.com
tuenergia.biz
tuenergia.co
tuenergia.info
tu-energia.com
libertypowerpa.com
libpow.com
tuenergia.net
mipoder.co
mipoder.biz
mipoder.us
mipoder.net
mipoder.org
libertypowercorpil.com
libertypoweril.com
libertypowercorp.com

Trademarks

Mark Name	Image	Country	Status	Filed Date	Application No.	Reg. Date	Registration No.	Owner	Services	Upcoming Filing	Due Date
LIBERTY POWER		USA	Registered	9/12/2011	65/420,251	5/15/2012	4,142,090	Liberty Power Corp. L.L.C.	35: Energy management services, namely, providing a service that allows customers to purchase energy, namely, electricity	RENEW AL DEADLINE - Renewal	5/15/2022
LIBERTY POWER POWERFUL TOGETHER (stylized design)		USA	Registered	12/21/2012	65/809,320	8/6/2013	4,379,825	Liberty Power Corp. L.L.C.	35: Retail electricity provider services that allow customers to purchase electricity; energy management services, namely, providing a service that allows customers to purchase electricity; providing retail services in the field of electricity supply, namely, retail energy provider services that allow customers to purchase electricity as part of a competitive retail energy market.	Renewal Due	8/6/2023
LIBERTY POWERPAD		USA	Registered	6/5/2012	65/643,592	1/15/2013	4,275,647	Liberty Power Corp. L.L.C.	9: Computer software for enrollment and registration of customers in the field of electric energy service.	Renewal Due	1/15/2023
LIBERTYPOWER		USA	Registered	7/27/2007	77/240,478	3/24/2009	3,593,731	Liberty Power Corp. L.L.C.	35: Energy management services, namely, providing a service that allows customers to purchase energy, namely, electricity	RENEW AL DEADLINE - Renewal	3/24/2023

Liberty Power Corp., LLC
Licenses Owned
As of 3-24-2020

State	Issuer	Entity	License
NATIONAL	FERC	Liberty Power Corp	C004453
FL	Dept Agriculture	Liberty Power Corp	Telemarketing Registration

Resolution of Board of Managers
of
Liberty Power Corp., LLC

Whereas, it is in the best interest of Liberty Power Corp., LLC ("LPC") to execute and deliver an Assignment for the Benefit of Creditors pursuant to Florida Statutes Section 727;

Be It Therefore Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to execute and deliver all documents necessary to commence an Assignment for the Benefit of Creditors on behalf of LPC (the "ABC"); and

Be It Therefore Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to execute the ABC of LPC and to thereby grant, assign, convey, transfer, and set over, unto the ASSIGNEE, Philip J. Von Kahle, and his successors and assigns, all of LPC's assets, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to LPC, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located; and

Be It Further Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to appear in such proceedings on behalf of LPC, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of LPC in connection with such case, and

Be It Further Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to employ the law firm of Meland Budwick, P.A., to represent LPC in its ABC case.

Date

5/13/21

Signed


David Hernandez, Member

Date

5/13/21

Signed


Eliezer Hernandez, Member

STATEMENT REGARDING AUTHORITY TO SIGN AND DELIVER AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS

We, David Hernandez and Eliezer Hernandez, declare under penalty of perjury that we are members of Liberty Power Corp., LLC ("LPC"), and that the following is a true and correct copy of the resolutions adopted by the Board of Managers of said corporation at a special meeting duly called and held on the ____ day of May 2021.

Whereas, it is in the best interest of LPC to sign and deliver an Assignment for the Benefit of Creditors pursuant to Florida Statutes Section 727;

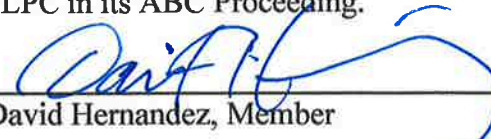
Be It Therefore Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to execute and deliver all documents necessary to commence an Assignment for the Benefit of Creditors on behalf of LPC (the "ABC Proceeding"); and

Be It Therefore Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to execute the Assignment of LPC and to thereby grant, assign, convey, transfer, and setover, unto the ASSIGNEE, Philip J. Von Kahle, all of LPC's assets including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to LPC, and all books, records, and electronic data pertaining to all such assets, wherever such assets may be located; and

Be It Further Resolved, that David Hernandez, member and manager of LPC, is authorized and directed to appear in such ABC Proceeding on behalf of LPC, and to otherwise do and perform all acts and deeds and to execute and deliver all necessary documents on behalf of LPC in connection with such ABC Proceeding; and

Be It Further Resolved, that David Hernandez, member and manager of LPC is authorized and directed to employ the law firm of Meland Budwick, P.A., to represent LPC in its ABC Proceeding.

Date 5/13/21

Signed 
David Hernandez, Member

Date 5/13/21

Signed 
Eliezer Hernandez, Member

PROPOSED ORDER

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In re: Case No. 21-13797-BKC-SMG
LIBERTY POWER HOLDINGS, LLC, Chapter 11
Debtor.

_____ /

ORDER GRANTING ASSIGNEE’S MOTION FOR ADEQUATE PROTECTION

THIS MATTER came before the Court for hearing on _____, upon Philip J. Von Kahle as Assignee (“Assignee”) for Liberty Power Corp., LLC (“LPC”), Motion for Adequate Protection (ECF No. _____) (the “Motion”). The Court, having reviewed the Motion, heard the argument of counsel, and based on the record, it is:

ORDERED:

1. The Motion is GRANTED.

2. The Debtor is directed to provide Assignee access to LPC's and the Debtor's records. The Debtor is further directed to allow the Assignee to have reasonable access to the Debtor's financial personnel to obtain historical and current expenses.

3. Unless the parties can agree to an adequate protection amount otherwise, the Assignee is directed to provide the Court with a supplemental request stating the amount of adequate protection requested from the Petition Date to present, and the anticipated monthly amount going forward.

###

Submitted by:

Jeffrey P. Bast (FBN 996343)

Dana R. Quick (FBN 0074402)

BAST AMRON LLP

*Counsel for Philip J. von Kahle as Assignee
for Liberty Power Corp., LLC.*

SunTrust International Center

One Southeast Third Avenue, Suite 1440

Miami, Florida 33131

Telephone: 305.379.7904

Facsimile: 305.379.7905

Email: jbast@bastamron.com

Email: dquick@bastamron.com

Attorney Quick is directed to serve a copy of this Order on all parties in interest, and to file a Certificate of Service of same.